

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

STATE FARM FIRE & CASUALTY
CO., as subrogee of Allen &
Greenboatstuff Properties, LLC,

Plaintiff,

v.

HEWLETT-PACKARD COMPANY,

Defendant.

NO: 13-CV-0328-TOR

PROTECTIVE ORDER

BEFORE THE COURT is the parties' Stipulated Motion for Protective
Order (ECF No. 16). Pursuant to the parties' stipulation, the motion is granted.

IT IS HEREBY ORDERED:

WHEREAS, plaintiff STATE FARM FIRE & CASUALTY COMPANY
(hereafter, "Plaintiff") seeks discovery of confidential, proprietary and trade
secret documents and information from HEWLETT PACKARD COMPANY

1 (“HP”) regarding certain of HP’s products, including HP Color LaserJet CM2320
2 MFP Series (“Confidential Information”); and

3 WHEREAS, HP requires protection against the unrestricted disclosure and
4 use of such Confidential Information;

5 THEREFORE, it is hereby ordered, adjudged and decreed that:

6 1. This Confidentiality Agreement and Protective Order shall govern
7 all Confidential Information revealed in the above-referenced lawsuit, whether
8 the Confidential Information is contained in documents produced, answers to
9 interrogatories, deposition testimony and/or any other oral or written responses to
10 discovery conducted in this matter, whether it is revealed by HP or any other
11 party or third-party.

12 2. A party shall indicate that information is Confidential Information
13 hereunder by producing a copy bearing a stamp or label signifying that it is
14 “Confidential.” In the case of testimony or any other oral information, it shall be
15 sufficient for a party to state that the Confidential Information is confidential
16 pursuant to this Agreement and Protective Order at the time such testimony or
17 oral information is given or conveyed. Alternatively, a party may designate
18 testimony as Confidential hereunder by marking the transcript containing
19 Confidential Information with the word “Confidential” within thirty days (30)
20 days of receipt of the transcript of said testimony;

1 3. Confidential Information obtained by or produced to any party shall
2 be held in confidence and revealed only to counsel of record, paralegals and
3 secretarial employees under counsels' direct supervision, the parties themselves
4 for purposes of deposition, and such persons as are employed by the parties or
5 their counsel to act as experts, investigators or consultants in this case. All
6 Confidential Information must be maintained in counsels' office, with the
7 exception of documents and/or information provided to individuals employed to
8 act as experts in this case. The parties shall take all steps reasonably necessary to
9 see that no person shall use, disclose, copy or record Confidential Information for
10 any purpose other than the preparation or conduct of this case.

11 4. All Confidential Information shall be used solely for the purpose of
12 maintaining the present litigation, including any appeals or retrials, and not for
13 any other purpose(s). Under no circumstances shall Confidential Information be
14 disclosed to anyone other than the persons designated above, and the parties shall
15 not disclose such Confidential Information to any undesignated person during or
16 after the termination of this litigation. Moreover, no Confidential Information
17 shall be disclosed to a competitor (direct or indirect) of HP, whether for the
18 purposes of this litigation or otherwise.

19 5. Before any Confidential Information is disseminated or disclosed to
20 any of the above-designated persons, such person shall (a) read this

1 Confidentiality Agreement and Protective Order in its entirety; and, (b) agree to
2 all provisions of this Confidentiality Agreement and Protective Order.

3 6. All depositions, pleadings and reports in which Confidential
4 Information is discussed, documented or referred to shall themselves be deemed
5 Confidential Information and shall be subject to this Order. Should a party use
6 any Confidential Information in any pleading filed with the Court, that party
7 shall, at the time of filing, request that the court impound the specific portion of
8 the pleading containing the Confidential Information.

9 7. Upon final termination of this litigation, each person subject to this
10 Confidentiality Agreement and Protective Order shall return all Confidential
11 Information to counsel for HP within thirty (30) days after the final disposition of
12 this matter. Documents that contain notations of counsel may be destroyed rather
13 than returned, but it shall be the responsibility of counsel to ensure the documents
14 are destroyed.

15 8. The disclosure of any Confidential Information by HP shall not
16 serve to waive any of the protections provided by this Confidentiality Agreement
17 and Protective Order with respect to any other Confidential Information.

18 9. No person who has received Confidential Information shall seek to
19 vacate or otherwise modify this Order at any time.
20

1 10. Nothing in this Confidentiality Agreement and Protective Order shall
2 restrict HP's right to object to the disclosure of documents or information
3 otherwise objectionable, protected or privileged pursuant to the Federal Rules of
4 Civil Procedure, federal or state law, or to seek a protective order preventing
5 disclosure or limiting the discovery of Confidential Information, or to seek a
6 protective order preventing disclosure or limiting the discovery of information or
7 material that is objectionable on other grounds, regardless of whether or not such
8 material may also constitute Confidential Information pursuant to this
9 Confidentiality Agreement and Protective Order.

10 **IT IS SO ORDERED.**

11 The District Court Executive is hereby directed to enter this Order and
12 provide copies to counsel.

13 **DATED** May 28, 2014.



15 A handwritten signature in blue ink that reads "Thomas O. Rice".

16 THOMAS O. RICE
17 United States District Judge
18
19
20